

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

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MARK DANE, Individually and on	:	No. 3:18-cv-00792 (SRU)
Behalf of All Others Similarly	:	915 Lafayette Boulevard
Situated,	:	Bridgeport, Connecticut
Plaintiff,	:	
	:	November 13, 2018
v.	:	
	:	
UNITEDHEALTHCARE INSURANCE	:	
COMPANY, ET AL,	:	
Defendants.	:	

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MOTION HEARING

B E F O R E:

THE HONORABLE STEFAN R. UNDERHILL, U. S. D. J.

Sharon L. Masse, RMR, CRR
Official Court Reporter
915 Lafayette Boulevard
Bridgeport, Connecticut 06604
Tel: (860) 937-4177

1 A P P E A R A N C E S:

2 FOR THE PLAINTIFF:

3 ROBBINS GELLER RUDMAN & DOWD LLP
4 120 E. Palmetto Park Road
Suite 500
5 Boca Raton, Florida 33432
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6 SEAN K. COLLINS, ATTORNEY AT LAW
7 184 High Street
Boston, Massachusetts 02110

8 HASSETT & GEORGE, PC
9 915 Hopmeadow Street
Simsbury, Connecticut 06070
10 BY: LOUIS N. GEORGE, ESQ.

11 FOR THE DEFENDANTS UNITEDHEALTHCARE INSURANCE COMPANY
12 AND UNITEDHEALTH GROUP, INC.:

O'MELVENY & MYERS LLP
13 1625 Eye Street, NW
Washington, D.C. 20006
14 BY: MEAGHAN VERGOW, ESQ.

15 ROBINSON & COLE
280 Trumbull Street
16 Hartford, Connecticut 06103-3597
BY: JEAN TOMASCO, ESQ.
17

18 FOR THE DEFENDANT AARP, INC.:

19 BRYAN CAVE LEIGHTON PAISNER LLP
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20 211 North Broadway, Suite 3600
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21 BY: JEFF RUSSELL, ESQ.

22 PULLMAN & COMLEY
850 Main Street, P.O. Box 7006
23 Bridgeport, Connecticut 06601-7006
BY: JAMES T. SHEARIN, ESQ.
24
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1 (Proceedings commenced at 10:03 a.m.)

2 THE COURT: Good morning.

3 ALL COUNSEL: Good morning.

4 THE COURT: We're here in the matter of Dane v.
5 UnitedHealthcare. Can I have appearances, please.

6 MR. DAVIDSON: Good morning, Your Honor. My
7 name is Stuart Davidson from the law firm of Robbins
8 Geller, Boca Raton, Florida, on behalf of the plaintiff.

9 THE COURT: Thank you.

10 MR. COLLINS: Good morning, Your Honor. Sean
11 Collins on behalf of the plaintiff.

12 MR. GEORGE: Louis George, from the law firm of
13 Hassett & George, on behalf of the plaintiff.

14 THE COURT: Very good.

15 MS. VERGOW: Good morning, Your Honor. Meaghan
16 Vergow of O'Melveny & Myers for the UnitedHealth
17 defendant.

18 THE COURT: Thank you.

19 MR. RUSSELL: Good morning, Your Honor. Jeff
20 Russell from Bryan Cave law firm for the AARP defendants.

21 MS. TOMASCO: Good morning. Jean Tomasco,
22 Robinson & Cole, for the United defendants.

23 MR. SHEARIN: Good morning, Judge. Tim Shearin
24 from Pullman Comley for the AARP defendants. Thank you.

25 THE COURT: Very good.

1 premium. You will find the detail for that in the Sheak
2 declaration, which contains both the rate filings and the
3 amounts that Mr. Dane paid. They match precisely.

4 Third, the royalty is paid for services. It is
5 not a kickback that is simply put in the pocket of AARP.
6 It is paid as a license for the use of our trademark. So
7 in exchange for that payment, AARP lends its valuable
8 goodwill to UnitedHealthcare, which then is allowed to use
9 that in marketing. The fact that it is a licensing
10 payment for consideration is detailed in the contract,
11 which is attached to the complaint. And if you'll refer
12 to page 5 of the motion to dismiss and the reply at
13 page 3, you will find the citations to the very specific
14 sections of the agreement between AARP and United that
15 describe that licensing payment and the consideration for
16 it.

17 Finally, fourth, there is no inducement to
18 insurance. There is no insurance unless a member makes a
19 decision to buy, and that's made clear in exhibits
20 attached to the complaint. Exhibit A at page 3 is the
21 certificate of insurance. It says to the member insured
22 you don't get insurance unless you pay the premium. The
23 insurance application makes the same point. That's
24 Exhibit B to the first amended complaint, and at page 1
25 the application says you don't get insurance unless you